



# **CITY OF ROCKLIN**

## **REQUEST FOR PROPOSALS**

### **CITY OF ROCKLIN**

#### **REQUEST FOR PROPOSALS (RFP)**

#### **FOR THE**

#### **FALSE ALARM REDUCTION PROGRAM**

#### **ADMINISTRATION CONTRACT**

**Contact: Lt. Terry Roide, Project Manager, (916) 625-5425**

**Submit To: Rocklin Police Department, Attention: Lt. Terry Roide, 4080 Rocklin Road, Rocklin, CA 95677 no later than Monday June 14th, 2010 at 2:00 p.m. All proposals submitted via US Mail or Common Carrier must be delivered in a sealed package.**

**DUE: JUNE 14, 2010**

## **1. INTRODUCTION**

The City of Rocklin is soliciting Requests for Proposals (RFP) from qualified consultants to administer the City's security alarm program for the term of July 1st, 2010 to June 30th, 2011 with performance based automatic options to extend for an additional five years.

The Consultant shall provide database development and management, billing and accounting services for annual alarm system registrations, accounting services for false alarm fines or fees for false alarm activations, and correspondence with citizens and businesses, including coordination with the City regarding appeals.

The Rocklin Police Department currently responds to more than 2,200 alarm activations per year that are not a valid emergency activation. The City of Rocklin, with a population of approximately 54,000 people, has received almost 3,000 initial two year permits since the false alarm program inception in April 2008. The Rocklin Police Department believes there could be a significant number of non-permitted security alarm systems operating in the City.

In 2008, the City outsourced administration of the program to achieve effective operations and optimum revenue recovery. As the program reaches its two year anniversary, the City has developed a clearer understanding of its needs for administering this program and is incorporating those needs into this RFP.

## **2. GENERAL INFORMATION**

- 1) Contact Lt. Terry Roide, Project Manager, (916) 625-5425 to answer questions regarding this RFP and Project related issues.
- 2) Submit Proposals to the Rocklin Police Department, Attention: Lt. Terry Roide, 4080 Rocklin Road, Rocklin, CA 95677 no later than Monday June 14th, 2010 at 2:00 p.m. All proposals submitted via US Mail or Common Carrier must be delivered in a sealed package.
- 3) All responses to the RFP become the property of the City.
- 4) The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.

## **3. TECHNICAL REQUIREMENTS**

A key technical component of this contract requires the Consultant to provide an internet based portal which will provide public interactivity for purposes of education, registration, and support services, as well as, an automated or personnel staffed telephone system with similar attributes for those needing alarm program services, but without internet access. The following list of requirements further describes the activities, obligations and duties required of Consultant to administer the City of Rocklin False Alarm Reduction Program.

#### **A. Database Creation and Integration With City Systems**

- 1) Provide an electronic database to track residential and commercial security alarm registrant and permit data, and account receivables for false alarm billings. The database format shall be approved by the City and should enable the timely and secure bidirectional exchange of data between the City's Police Records and Incident Management System (RIMS) database and the Consultants Alarm Program database as further explained below:
- 2) Extract all required data from the City's current Alarm Program database and import it into the Consultants approved database system.
- 3) Provide a seamless transition for existing users to access their accounts on the new Alarm Program portal. This transition may include establishing an easy process for existing customers to obtain new login and password information.
- 4) Implement an automated system for extracting false alarm incident data from the City's RIMS database and securely transferring and importing the data into the Consultants approved database system for billing purposes on at least a weekly basis. The automated system should be monitored to ensure the data export/import routine occurs successfully and according to schedule. This task requires critical initial and ongoing interaction with Sunridge Systems and City Information Technology staff. Any questions concerning this task should be clarified with the City prior to submittal of Consultant's proposal.
- 5) Implement an automated system in conjunction with the City of Rocklin IT Department for extracting false alarm incident information. In addition provide a web based portal with registrant, permit, and false alarm billing data from the Consultants approved database system for Dispatchers who need to research responsible information. Any questions concerning this task should be clarified with the City prior to submittal of Consultant's proposal.
- 6) Provide secure database access via the Internet for the City for administrative purposes.
- 7) Failure to address the bidirectional data sharing requirement of alarm program information will result in immediate disqualification of your proposal. Should Consultant be selected for the administration contract, but fail to provide and maintain a database capable of uploading information into RIMS, as that system may be upgraded, changed or modified over time, the failure to maintain an information uplink to the City's RIMS shall be considered a material breach of contract and grounds for immediate termination of Consultant's contract.

#### **B. Manage Registered Permit Accounts**

- 1) Provide a toll-free phone number to assist citizens and businesses and answer questions as to the administration and billing of this program, including timely customer service contact with citizens regarding questions and concerns about the program and specific bills.

- 2) Generate and mail false alarm notifications and billings. Ensure that only those alarm systems located within the City are being registered and billed for false alarms.
- 3) Track false alarm responses and registration status (i.e. active, suspended or revoked).
- 4) Track account receivables, billings and balances.
- 5) Generate and mail registration status changes to individuals, businesses, and alarm companies.
- 6) Provide the City with electronic lists of new registrations and changes of registration status on consistent basis.
- 7) Support the billing/suspension/revocation appeals process.

**C. *Provide Information and Education on the City's Alarm Program and Register New Alarm Permits***

- 1) Develop written educational materials for citizens and businesses and coordinate public education notification plan. Provide alarm user training and education via the Internet.
- 2) Provide for the ability to register alarm systems and obtain alarm permits by connection to an Internet based portal that is integrated with the City of Rocklin's existing website.
- 3) In addition to the web portal, for those without internet access, provide for information, registration and support services through a toll free telephone system, which may be automated to a substantial extent.

**D. *Reports and other administrative functionality***

- 1) Provide periodic reports of its services, including alarm permit issuance, permit status, billings issued for false alarms, fees collected and all unpaid fees. Report information will be provided in a format and at an interval to be agreed upon by the Consultant and the City.

#### **4. PROPOSAL FORMAT AND REQUIRED INFORMATION**

##### **A. *Statement of Qualifications***

- 1) Consultant shall prepare an introductory presentation of qualifications which demonstrates its capability to successfully furnish the services and perform the requirements necessary to provide administration of the City's Alarm Program.
- 2) Provide information on pertinent past, recently completed, or on-going projects that would substantiate the experience of the Consultant, including references.
- 3) Describe Consultant's formal business organizational structure and the year the entity was organized to do business as the entity now substantially exists. Provide the name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- 4) Identify key staff responsible for day to day operations regarding the City of Rocklin contract, oversight and management personnel, and the location of the facility from which the Consultant would operate.
- 5) The Proposal shall be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

##### **B. *Response to Technical Requirements***

- 1) Include a complete description of the Consultant's proposed approach and methodology for the program. This section should convey the Consultant's understanding of the proposed program.
- 2) Include all program requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the program defined in this RFP. At a minimum, respond to each item listed in the technical requirements set forth in Section 3 on a point by point basis as they are listed in that section. This section of the technical proposal shall contain sufficient detail to convey the Consultant's knowledge of the subjects and skills necessary to successfully complete the program
- 3) Include a program schedule indicating when the elements of the work described in Section 3.A will be completed.
- 4) Include any required involvement of City staff.
- 5) The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation or other relevant information which would assist the City in its assessment of your company's ability to perform the contract requirements.

### **C. Cost Proposal**

- 1) The City is interested in considering a variety of costing methods for the defined services. Revenue sharing is preferred, but cost per transaction are possible options that the City will consider. Proposers are required to offer at least one revenue sharing option.
- 2) Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks presented in the technical requirements. Consultant shall be required to collect and pay California state sales tax, if applicable. Costs for subcontractors are to be broken out separately.

## **5. EVALUATION OF PROPOSALS AND CONSULTANT SELECTION PROCESS**

- 1) The City will evaluate proposals that accurately respond to the RFP requirements, needs of the program, and associated costs. This RFP and the associated evaluation are not based solely on the lowest bid or money factor alone, but the entire program and service that each company is offering to the City of Rocklin and its citizens.
- 2) The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.
- 3) The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any or all submitting Consultants and to waive any defects as to form or content of the RFP or submittals.
- 4) The City may require a Consultant to participate in negotiations and submit technical information or other supplemental information to the Consultant's proposal as may result from negotiations.
- 5) A proposal RISKS BEING REJECTED for any of the following reasons:
  - (a) Proposal received after designated time and date
  - (b) Proposal not containing the required elements, exhibits, nor organized in the required format
  - (c) Proposal considered not fully responsive to this RFP
  - (d) Proposal contains excess or extraneous material not called for in the RFP
- 6) Submittal Requirements - Submit six (6) copies of proposal. The proposals are due at the Rocklin Police Department, Attention: Lt. Terry Roide, 4080 Rocklin Road, Rocklin, CA 95677 no later than Monday June 14th, 2010 at 2:00 p.m. All proposals submitted via US Mail or Common Carrier must be delivered in a sealed package.

## **6. CONTRACT AWARD**

- 1) Upon successful completion of the evaluation process, a request by City staff to the City Council may be made to authorize the award of the contract to the selected Consultant.
- 2) The City's Standard Form Consultant Services Agreement is attached to this RFP as Exhibit A. Please note that the City Attorney's Office is typically not inclined to make any revisions to the standard agreement. The selected Consultant will be required to enter into a contract that contains similar terms and conditions as in the standard agreement.
- 3) The Consultant selected for this project shall obtain or provide proof of having a current City of Rocklin Business License.
- 4) The selected Consultant and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the Consultant and its other members may be required to undergo an evaluation to demonstrate that the Consultant uses recognized accounting and financial procedures.
- 5) Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.
- 6) The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a Consultant if the Consultant or an employee, officer or director of the Consultant's firm, or any immediate family of the preceding, or any sub Consultant or contractor of the Consultant, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Consultant such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

**END OF RFP**

## **EXHIBIT A**

### **CITY OF ROCKLIN**

#### **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Rocklin, California, as of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Rocklin, a municipal corporation ("City"), and \_\_\_\_\_ ("Consultant"), who agree as follows:

1.     **Services.**       Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2.     **Payment.**       City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to City.
3.     **Facilities, Equipment and Other Materials, and Obligations of City.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish Consultant only those facilities, equipment, and other materials, and shall perform those obligations listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4.     **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provision and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5.     **Exhibits.**       All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6.     **Time for Performance.** Time is of the essence, and, subject to City's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.



Executed as of the day first above stated:

CITY OF ROCKLIN  
A Municipal Corporation

By: \_\_\_\_\_  
Carlos A. Urrutia  
City Manager

CONSULTANT

By: \_\_\_\_\_

APPROVED AS TO FORM:

Russell A. Hildebrand  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

## **EXHIBIT A**

### **SCOPE OF SERVICES**

(Describe scope of services; include time for performance)

## **EXHIBIT B**

### **PAYMENT FOR SERVICES RENDERED**

(Specify payment procedure and amount; include all conditions of payment)

## **EXHIBIT C**

### **FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF CITY**

(Specify all equipment and facilities to be provided or made available by City, and any other City obligations.)

## EXHIBIT D

### GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Licenses, Permits, Etc. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. Insurance.

A. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Consultant, its agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as, and shall maintain limits no less than, the following:

1. General Liability. Consultant shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)

2. Worker's Compensation and Employer's Liability Insurance. Consultant shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation. Consultant shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars (\$1,000,000) each accident; one million dollars

(\$1,000,000) policy limit bodily injury by disease; one million dollars (\$1,000,000) each employee bodily injury by disease.

3. Automobile. Consultant shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars (\$1,000,000) per accident for bodily injury and property damage.

B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant, and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to work or operations performed by or on behalf of Consultant, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.

C. The insurance company or companies providing Consultant the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees and volunteers; or the Consultant shall procure a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

F. If Consultant, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Consultant, City may deduct from the sums due to Consultant any premium costs advanced by City for the insurance.

G. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The certificates and endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement at any time.

Consultant shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Consultant has a claims made form of insurance.

I. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provisions:

1. The insurance company waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the insurance company in connection with work performed by Consultant under this Agreement.

2. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by certified mail, return receipt requested, to City.

5. Indemnity. Consultant agrees to and shall defend, indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including attorney's fees and litigation costs and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Consultant, any subcontractor of

Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of City. Lack of insurance coverage does not negate Consultant's obligation under this paragraph or this Agreement.

6. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

7. Assignment Prohibited. Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of City, said approval to be in the sole discretion of City.

8. Personnel: Qualifications and Conflicts of Interest.

A. Consultant shall assign only competent personnel to perform services under this Agreement. If City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to this Agreement, Consultant shall remove the person immediately upon receiving notice from City. No personnel shall be assigned to this Agreement who, due to a financial conflict of interest, is disqualified from performing services under this Agreement.

B. Prior to commencing work under this Agreement, all personnel assigned to the Agreement shall determine whether, by virtue of the work to be performed, they are "consultants" as defined by the Political Reform Act (Cal. Gov. Code §81000, et seq.). They shall then notify the City Clerk in writing of their determination and shall complete and file all required disclosure statements.

9. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. City Representative. The City Manager is the representative of the City and will administer this Agreement for the City.

11. Termination. City shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event City shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement.

In the event City shall terminate this Agreement:

1. Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of  
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to Consultant Services Agreement  
Reso. No.



recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

2. City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

3. City shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by City as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed - \_\_\_\_\_ dollars (\$\_\_\_\_\_) and further provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Manager is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

Consultant may terminate its services under this Agreement upon thirty (30) working days written notice to the City, without liability for damages, if it is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by City.

12. Non-Discrimination. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

13. Ownership of Information. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of City, and Consultant agrees to deliver reproducible copies of such documents to City on completion of the services hereunder. The City agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. Entirety of Agreement. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

16. Attorney's Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for

sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

17. Counterparts. Where Consultant is a general partnership, the partners may execute this Agreement in two or more counterparts which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who assigned it.

18. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

NOTICE TO CONSULTANT  
OF DISCLOSURE OBLIGATIONS UNDER THE  
CALIFORNIA POLITICAL REFORM ACT  
(Name/Project)

The Political Reform Act ("PRA") (Government Code §81000, et seq.) provides that "no public official at any level of state or local government shall make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest." In addition, the Act requires every public official to disclose those economic interests that could foreseeably be affected by the exercise of his or her duties.

The term "public official" includes consultants. (Government Code §82048.) The PRA regulations (2 CCR 18701(a)(2) define consultant to include an individual who makes certain described governmental decisions, or, who serves in a staff capacity with the agency and in that capacity performs the same or substantially all of the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code. A copy of Government Code §82048 and Regulation 18701(a)(2) are attached for your reference.

It is not the business or firm providing services to the City that is considered the consultant. The individuals working for the firm who provide the services are considered the consultants. These individuals must file Statements of Economic Interest based on their personal financial interests and are subject to disqualification and other laws affecting public officials.

Because not all consultants participate in making decisions on behalf of the City in a manner covered by the Political Reform Act, the City does not amend its Conflict of Interest Code each time a consultant is hired. Instead, consultants are included generically in the City's Conflict of Interest Code as designated employees.

Under the law, it is the responsibility of each individual who will be providing services under the agreement to file an Assuming Office Statement, an Annual Statement, and a Leaving Office Statement if he/she determines the work being done under contract with the City qualifies the individual as a "consultant" within the meaning of the law.

Prior to commencing work under this agreement, you must notify the Rocklin City Clerk of your determination and request and file the appropriate forms, if necessary. Please complete and sign the form below and return to the City Clerk.

Attachment

legal\administration\conflict of interest notice to consultant

DETERMINATION OF DISCLOSURE OBLIGATIONS UNDER  
CALIFORNIA POLITICAL REFORM ACT  
(NAME/PROJECT)

I have read this Notice to Consultant of Disclosure Obligations under the California Political Reform Act and have determined that (check one):

By virtue of the work that I will perform under this Consultant Services Agreement, I am a public official within the meaning of the Political Reform Act. Enclosed is my Assuming Office Statement (Form 700).

Under this Consultant Services Agreement, I will not be performing the duties of a public official/consultant within the meaning of the Political Reform Act.

Dated:

(Name of Consultant)

By:

(Signature)

(Type Name)

(Address)

(Address)

CALIFORNIA ADMINISTRATIVE CODE  
TITLE 2. ADMINISTRATION  
DIVISION 6. FAIR POLITICAL PRACTICES COMMISSION  
CHAPTER 7. CONFLICTS OF INTEREST  
ARTICLE 1. CONFLICTS OF INTEREST; GENERAL PROHIBITION

§18701. Public Official, Definitions.

For purposes of Government Code §82048, which defines “public official,” and Government Code §82019, which defines “designated employee,” the following definitions apply:

“Member” shall include, but not be limited to, salaried or unsalaried members of committees, boards or commissions with decisionmaking authority. A committee, board or commission possesses decisionmaking authority whenever:

It may make a final governmental decision;

It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or

It makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.

“Consultant” means an individual who, pursuant to a contract with a state or local government agency:

Makes a governmental decision whether to:

Approve a rate, rule, or regulation;

Adopt or enforce a law;

Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

Grant agency approval to a plan, design, report, study, or similar item;

Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially

all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code §87302.

For purposes of Government Code §87200, the following definitions apply:

"Other public officials who manage public investments" means:

Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (b)(1)(B) above.

"Public moneys" means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

"Management of public investments" means the following nonministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

COMMENT: In limited circumstances, the members of a nonprofit organization may be "public officials." (In re Siegel (1977) 3 FPPC Ops. 62.)

6. Amendment of section heading, section and Note filed 1-11-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2)

WEST'S ANNOTATED CALIFORNIA CODES  
GOVERNMENT CODE  
TITLE 9. POLITICAL REFORM  
CHAPTER 2. DEFINITIONS

§82048

Public Official

“Public official” means every member, officer, employee or consultant of a state or local government agency, but does not include judges and court commissioners in the judicial branch of government. “Public official” also does not include members of the Board of Governors and designated employees of the State Bar of California, members of the Judicial Council, and members of the Commission on Judicial Performance, provided that they are subject to the provisions of Article 2.5 (commencing with Section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in Section 6038 of that article.